

PATENT LAW.

JAMES N. RAMSEY,
ATTORNEY AND COUNSELOR AT LAW,
OFFICES, 43 WIGGINS BLOCK,

CINCINNATI, OHIO, May 26, 1899

Dear Cousin Edith:

In my haste last evening I overlooked the enclosed letter which I think should be sent to the Surgeon General; that is substantially such a letter in your own hand writing. Perhaps they will do more for you if you plead your own case than if it appears that you have an attorney. Very sincerely James N. Ramsey

LAW OFFICE OF
JAMES N. RAMSEY,
ATTORNEY AND COUNSELOR AT LAW,
43 WIGGINS BLOCK,

CINCINNATI, OHIO, May 26, 1899.

Miss Edith L. Hartzell,

Brownsville, Fayette Co.
Pennsylvania.

Dear Cousin:-

Your letter of April 29th from Pittsburg, and that of May 15th from Brownsville, were duly received. I have given the subject of your claim against the Government, a great deal of consideration and have *finally* reached the conclusion, that perhaps the best course to pursue is for you to write a letter to the Surgeon General, substantially like the one enclosed herewith. I think however, that it would be better for the letter to be in your own hand writing. I have conferred with a Pension Attorney here, and with an ex-army officer and they approve of this plan as being the best. If I have made any mistakes as to facts etc., you should correct them. As I understand it, you desire to claim pay up to the time when you obtained transportation; is this correct? if not you should modify that portion of the letter accordingly.

I have made copies of all papers you have left with me, and I, therefore, enclose herewith all the original papers and suggest that if thought best for me to give the matter further attention, all you will need to send me, is copies of such letters as may hereafter be written you. I hope however, that they will grant you the pay without further controversy.

(2)

I hope you will excuse me for my delay in writing you, but I have been busy taking testimony most of the time since you were here, and have not had much chance to do anything else.

We are quite well at present and hope that you are able to say the same.

Sincerely yours,

James H. Ramsey

Brownsville, Pa. May 26, 1899.

To the Surgeon General, U. S. Army,

Washington, D.C.

Sir:

I beg to acknowledge receipt of letter #45100-E of 10th inst. regarding my services and pay as Army Nurse, and in reply thereto I wish to make the following statement:

I signed my contract in Pittsburgh September 19, 1898. I went on duty September 23, 1898 at Jacksonville, Florida, Camp Cuba Libre, 2nd Division, Hospital, Ward 1, and had charge of this ward until they tore it down and took it with others to Savannah, Georgia. Then my patients and I were moved into Pavilion S and where I finished my duties in the 2nd Division Hospital on October 27, 1898 when I went off duty in the afternoon of that day very ill with Typhoid fever and which developed several other complications and from which I have never fully recovered.

On January 6, 1899, the earliest date at which I was able to report, I went to Savannah and there Major Clarke granted me a sick leave of thirty days. I continued too ill to return to my duties, and a few days before the expiration of my sick leave, finding that I was not going to be able to take up Army nursing for at least another month, and according to the directions in my sick leave paper I wrote you and stated my case and included a Doctor's certificate stating my condition and asking that my sick leave

be extended another thirty days. Although I wrote twice or three times to you I heard nothing in reply until I wrote for transportation home in March when I received a letter from your office dated March 25, 1899 stating that my contract was annulled December 31, 1898. This was a great surprise to me and the first intimation that any such action had been taken. My contract specifies that it "shall continue until determined by the Surgeon General or the Chief Surgeon of a Military Department or Army in the field". It does not appear that my contract has been annulled by such officer.

Your letter of March 25, 1899 says that my "contract annulled December 31" while Acting Chief Surgeon J. R. Kean says that copy of my contract "was sent to the Surgeon General's Office on February 8th for annulment. There seems to be some confusion as to the facts.

I was under the doctor's care and unable for duty from October 27, 1898 to April 14, 1899, and furnished the Department with Doctor's certificates of my condition, so that I feel that it would be doing ~~me~~ a great injustice to me to hold that my contract was annulled before I was furnished transportation to my home in Pittsburgh.

I was not responsible for the duration of my illness and as it was contracted in the service of the Government and I complied with the requirements in obtaining sick leave and in re-

porting my condition and have in every way complied with the terms of my contract I cannot understand how there should have been any endorsements to the effect that my contract was annulled unless some of the papers have been lost or overlooked. Surely the Government would not place itself in the position of abandoning a sick nurse because the duration of her sickness was more than two months or continued even for several months.

On January 5, 1899 Dr. H. R. Stout certified that I had been under his care "since the 27th of October for Typhoid fever".

On January 27th, 1899 Dr. James M. Jackson, Jr. certified that:

"the improvement of Miss Edith L. Hartzell has been very gradual and I think it extremely unwise and dangerous for her to return to her duties as nurse under 30 days by which time I think she will have recovered her usual strength and vigor".

I sent you this certificate at the time and requested that my sick leave be extended accordingly, but received no reply either that it was so extended or that my contract had been annulled. I am confident that when your Office is fully in possession of these facts that you will grant me pay up to the time I was given transportation home in April. This is my understanding of what I should receive according to my contract, and I respectfully request that I be paid accordingly.

Trusting that I may receive early and favorable action, I am

Yours very respectfully,

IF NOT DELIVERED WITHIN FIVE DAYS, RETURN TO

JAMES N. RAMSEY,

ATTORNEY AND COUNSELOR AT LAW,

48 WIGGINS BLOCK, S. E. COR. 5TH & VINE STS..

CINCINNATI, OHIO.



Miss Edith D. Hartzell

(Care of W.H. Fisher) Brownsville,
Fayette Co., Pennsylvania

Henry Stark
Col. Nickele
Gaheenrdy

Camp Cuba Libby
21st Div Hospital
7th Cavalry Regt

Collection Hotel
Mrs Marshall owner